IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.569 OF 2006

IN

SUMMARY SUIT NO.2960 OF 2006

State Bank of India ...Plaintiff.

vs.

Shri.Hitesh Keshav Patil ...Defendant

Ms.Asmita Mhatre i/b. S.Ashwinikumar & Co., for Plaintiff.

None for defendant.

CORAM: D.K.DESHMUKH, J.

DATED: 6th MARCH,2007.

P.C.:

1. The plaintiff is a nationalised bank. The suit of the plaintiff is based on a written agreement which is at "Exhibit B" to the Plaint. The defendant has availed of the loan and has not repaid it. The defendant has filed reply. The reply of the defendant does not disclose any defence. The defendant does not deny that the loan agreement has been signed by him, and that loan has been taken by him. There is no defence offered by the defendant.

None appears for the defendant. The defendant is not entitled to leave to defend. The summons for judgment is granted. Suit of the plaintiff is decreed in terms of prayer clause of the suit. Refund of court fees as per rules.